



**FULTON COUNTY**

Department of Purchasing  
**REQUEST FOR PROPOSAL**  
**05RFP42345YA**

**INDIGENT ATTORNEY SERVICES**  
**FOR**  
**THE STATE COURT OF FULTON COUNTY, GEORGIA**

**DUE DATE AND TIME**  
**MONDAY MARCH 3, 2005@ 11:00 A.M. LOCAL TIME**

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING**  
**130 PEACHTREE STREET, S.W., SUITE 1168**  
**ATLANTA, GA 30303**  
**ATTN: CHERYL COCHRAN**  
**404-730-4203**

STATE COURT OF FULTON COUNTY  
REQUEST FOR PROPOSAL

Date:

RFP#: 05RFP42435YA

SUBJECT MATTER: Indigent Defense Attorney Services

RETURN PROPOSALS TO:

**FULTON COUNTY PURCHASING DEPARTMENT  
130 PEACHTREE STREET, S.W.  
SUITE 1168  
ATLANTA, GA 30303  
ATTN:**

THE OUTSIDE PACKAGING OF THE PROPOSAL SHOULD BOLDLY AND PLAINLY INDICATE:

PROPOSAL FOR RFP # \_\_\_\_\_

PROPOSALS MUST BE RECEIVED BY

ATTACH THIS SHEET TO THE FRONT OF YOUR PROPOSAL.

Respondent: \_\_\_\_\_

Address: \_\_\_\_\_

Handwritten Signature by Authorized Officer of the Respondent (in ink)  
Typed or Printed Name of Signature Above

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

**A. PROJECT NAME AND IDENTIFICATION NUMBER**

Fulton County Department of Purchasing is soliciting proposals for State Court and its Magistrate Division from qualified attorneys to provide legal services necessary to represent indigent clients charged with misdemeanor offenses.

**B. DESCRIPTION OF PROJECT**

Established pursuant to an act of the Georgia Legislature in 1913, the State Court of Fulton County consists of a Chief Judge and nine other judges who adjudicate criminal misdemeanor matters. The Court handles plea and arraignment calendars, jury and non-jury trial calendars, probation revocations, and compliance hearings. Magistrate Court, a division of State Court, has three magistrates who handle first appearances, preliminary hearings, all-purpose hearings, non-jury jail calendars, bond hearings, probation revocations and a treatment diversion calendar to address the special needs of defendants diagnosed with mental health illnesses at the Justice Center Tower.

In 2003 13,895 criminal cases were filed, and in 2004 19,665 criminal cases were filed in the State Court of Fulton County. Due to the continually increasing number of filings the State Court of Fulton County is seeking a firm or firms that will represent indigent defendants charged with misdemeanor offenses.

Through this proposal, State Court seeks a vendor that will provide complete legal representation of indigent defenses charged with committing misdemeanor offenses in Fulton County. The provider's attorney services and delivery system should be designed to ensure, to the fullest extent possible, adequate and competent legal representation to those defendants who are deemed by the Court to be indigent.

**C. MINIMUM REQUIREMENTS/THE VENDOR MUST MEET THE FOLLOWING:**

The successful vendor shall provide staffing for the representation of clients charged with misdemeanor offenses. Staffing should also provide for personnel with expertise in identifying and representing clients with mental health issues (competency, NGRI, substance abuse, and other mental health issues) and appeals.

The chosen Respondent will provide to the court with personnel to handle the following:

**1. Coverage of State Court Calendars:**

The successful vendor will provide attorneys to answer and respond to plea and arraignment, motions, pretrial conferences and jury and non-jury trials calendars in each of the ten State Court Divisions. Attorneys will also be present at first appearance hearings, all-purpose hearings, preliminary hearings, non-jury jail calendars, traffic jury calendars, bond hearings, and probation revocation hearings.

**2. Major and Mental Health Cases:**

The successful vendor will be assigned cases requiring the identification of mental health and substance abuse issues. The contractor will also be assigned complex criminal litigation cases including aggravated sex offenses, vehicular homicides and other cases requiring special expertise in areas of investigation, mitigation, and social services. The staffing pattern must provide for staff with expertise in these areas.

**3. Administration and Support Services:**

The successful vendor will be required to interview incarcerated clients at the Fulton County Jail within 24 hours after screening by Pretrial services. The staffing pattern must include sufficient support personnel (paralegals, investigators, etc.) to initiate interviews within this time frame. Administratively, the office must provide a case management system and accounting procedures to adequately account for County and State funds. Additionally, the

successful vendor will be expected to complete monthly reports including, but not limited to, number of active cases, data to be defined by State Court Administration.

4. **Staff Qualifications:**

The proof of experience must be submitted in accordance with **Section D-Required Information/Criteria to be Submitted**

**Attorneys (Staff):** All attorneys assigned to State Court Division must be a member in good standing of the State Bar of Georgia and have a minimum of three (3) years experience in criminal litigation.

**Attorneys (Supervisory):** Attorneys supervising other attorneys must have a minimum of five (5) years experience in criminal litigation and be a member in good standing with the State Bar of Georgia.

**Attorney (Appellate):** Attorneys assigned to appellate cases must be a member in good standing of the State Bar of Georgia and have demonstrated proficiency in criminal appellate practice, including the representation of clients at motions for new trial, direct appeal to the Georgia Court of Appeals, Certiorari to the Supreme Court of Georgia and State habeas actions.

**Investigators:** Investigators must have at least five (5) years experience in the investigation of criminal cases.

**Forensic Social Workers:** Forensic Social Workers must have a National Master social Worker (NMSW) from a recognized School of Social Work and specialized training in forensics social work acquired either through on the job training or through academic practicum. In addition, Forensic Social Workers must have a significant knowledge of Department of Human Services (DHR) and Regional Hospital protocols, Grady Hospital evaluation procedures and Fulton County mental health agencies and substance abuse providers.

5. **Caseload Monitoring and Reporting Requirements**

Proposal must comply with GIDC Guidelines regarding **Contracting Attorney Programs (2-7)**. The GIDC Guidelines are as follow:

Standard For Limiting Case Loads and  
Determining the Size of Legal Staff in  
Circuit Public Defender Offices

The Georgia Indigent Defense Act requires that the Standards Council adopt "standards for maintaining and operating circuit public defender offices, including requirements regarding . . . size of legal and supporting staff of such offices" (O.C.G.A. § 17-12-8(b)(1)), and "standards for assistant public defenders and appointed council case loads." O.C.G.A. § 17-12-8(b)(3).

The Standards Council adopts as its initial standard<sup>1</sup> the case load limits recommended by the American Bar Association Standard 3 "Caseload Limits and Types of Cases." This recommendation was adopted by the Georgia Indigent Defense Council (the predecessor of the Standards Council), and was also approved by the Georgia Supreme Court on November 9, 1998.

The Standard is as follows:

Each circuit public defender office shall employ, beginning on January 1, 2005, a sufficient number of full-time, qualified lawyers as public defenders, so that the average council case loads of the circuit public defender, and of each assistant circuit public defender, shall not exceed the following limits:

150 Felonies (excluding those in which the death penalty is being sought) per attorney per year, or

300 Misdemeanor Cases per attorney per year, or

250 Misdemeanor Juvenile Offender Cases per attorney per year, or

60 Juvenile Dependency Clients per attorney per year, or

250 Civil Commitment Cases per attorney per year, or

25 Appeals to the Georgia Supreme Court or the Georgia Court of Appeals per attorney per year.

The standard applicable to each category of cases is not a suggestion or guideline, but is intended to be a maximum limitation on the average annual case loads of each lawyer employed as a public defender in the Circuit Public Defender Offices. These limits are not intended to be cumulative or aggregated (e.g., an attorney may not represent defendants in 150 felonies and 300 misdemeanor cases per year), but should be applied proportionately in the case of an attorney whose case load includes cases in more than one category, based on the relative weight attributed to each case in each category under the Standard for Weighting Cases to be adopted by the Standards Council.

6. **Minimum Numbers of Cases Vendor is capable of accepting**

Individual judges, or the Clerk's office will assign cases, vendor must have the ability to accept a minimum of 14,500 misdemeanor cases, 11,000 magistrate cases, 500 jury demand traffic cases, 2,600 probation revocations and ten (10) appeals annually. A case is defined as a charge that arises out of a single transaction or a series of related transactions. Proposals should address the capability of the firm to provide a comprehensive case management system, accountable for staff time (time spent on cases), continuing staff education, and program evaluation. Failure to provide this information may deem your proposal as "non-responsive."

The successful vendor shall be required to provide monthly, quarterly and annual caseload statistics to the Chief Judge and the Court Administrator's. State Court should not have to expend any resources on software applications for hardware or case management. All submissions regarding this requirement shall be limited to two (2) pages.

7. **Court Orders**

The Respondent should state in their technical proposal, that it is not currently under, or anticipates any, indictment or court order or investigation by any government regulatory agency which would affect in any way the Respondent's ability to provide the requested service to the State Court of Fulton County, or if it is subject to any extraordinary regulatory oversight.

8. **Understanding of RFP Objectives**

The Respondent should concisely describe their understanding of the goals and objectives to be accomplished under this RFP.

9. **Past Performance in Providing Service**

Respondent must list the last five (5) years they have been providing indigent legal representation and include data or statistics showing they have provided these services system to a Court comparable in size and filings to State Court.

**D. REQUIRED INFORMATION/CRITERIA TO BE SUBMITTED FOR EVALUATION**

Failure to submit any required data item may be cause for rejection. Respondent shall not submit other data than defined herein.

To facilitate the determination process, proposal submitted shall address the following evaluation criteria. It is sufficient to indicate the section/page where the information may be located in the literature provided with the proposal):

1. Technical information:

Interested vendors must provide certifications to demonstrate that they are qualified to provide indigent attorney services per the proposal specifications to Fulton County.

Section I Previous experience demonstrating competence to perform work involved in the project. Related experience and past performance-experience shall include those of any subcontractor, in providing legal representation to indigent defendants charged with misdemeanor offenses, representation of defendants who require identification of mental health and substance abuse issues, representation of defendants charged complex misdemeanor offenses such as aggravated sex offenses, vehicular homicides and other cases requiring special expertise in areas of investigation, mitigation, and social services. Include references and statistics. Please limit submissions to three (3) pages. **20 Points**

Section II Key Personnel Experience-Describe experience of key personnel. Limit to one (1) page per personnel. **10 Points**

Section III Project Approach-Describe creative way to satisfy requirements as set for in the RFP. Limit to five (5) pages. **20 Points**

Section IV Financial Capability-Prove that the company is solvent. Provide two copies of the most recent year-end audited financial statement of the firm by a certified public accountant along with financial references. Limit references to one (1) page. **15 Points**

Section V Local Preference- that the company is located within Fulton County. **10 Points**

2. Cost Information (Provide three copies of the following information in a separate sealed envelope from the technical proposal): **25 Points**

The Respondent shall submit proposed pricing based on the minimum salary rate specified below. The respondent must absorb any costs not outlined in the submitted table.

**E. INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS:** Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia and acceptable to Fulton County. Insurance coverage must be

current from time of award through the period of final acceptance from Fulton County. The following requirements shall apply.

- A. Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to Fulton County, as evidenced by return receipts of registered or certified letters.
- B. Each respondent shall submit with the bid/proposal evidence of insurability as indicated below. The insurance shall be for the contract period.
- C. Respondent must maintain, at their expense, insurance in at least the following amounts and types.
- D. The Contractor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.
- E. The Certificate of Insurance shall identify the Certificate Holder as:

Fulton County Government – Purchasing Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

**1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Act)**

|                      |                             |   |            |
|----------------------|-----------------------------|---|------------|
| EMPLOYER'S LIABILITY | BY ACCIDENT - EACH ACCIDENT | - | \$500,000. |
| INSURANCE            | BY DISEASE - POLICY LIMIT   | - | \$500,000. |
| (Aggregate)          | BY DISEASE - EACH EMPLOYEE  | - | \$500,000. |

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

|   |                   |   |              |
|---|-------------------|---|--------------|
| Bodily Injury and Property Damage Liability | Each Occurrence   | - | \$1,000,000. |
| (Other than Products/Completed Operations)  | General Aggregate | - | \$2,000,000. |
| Products\Completed Operation                | Aggregate Limit - |   | \$1,000,000. |
| Personal and Advertising Injury             | Limits            | - | \$1,000,000. |
| Fire Damage                                 | Limits            | - | \$ 100,000.  |

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Combined Single Limits** Each Occurrence - \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles).

**4. ELECTRONIC DATA PROCESSING LIABILITY**

(Required if computer contractor) Limits - \$1,000,000

**5. UMBRELLA LIABILITY**

(In excess of above noted coverage's) Each Occurrence - \$3,000,000

**6. PROFESSIONAL LIABILITY**

Each Occurrence - \$5,000,000  
(Required if respondent providing quotation for professional services).

**7. FIDELITY BOND**

(Employee Dishonesty) Each Occurrence - \$ 100,000

**Insurance in no way Limits the Liability of the Respondent.**

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contractor: Provided, however the contractor shall not be liable for any damages resulting from the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.

**F. TIME OF PERFORMANCE**

Respondent shall not proceed to furnish such services and the County shall not become obligated to pay for same until a contract for the provision of services has been presented to and awarded by the Fulton County Board of Commissioners.

**G. CONTRACT TERM**

Any award made as a result of this proposal will be from date of award and continuing through twelve (12) consecutive months from the date of award. Fulton County reserves the right of two (2) additional twelve (12) month renewal period, subject to the availability of departmental appropriated funding and contractor compliance with county rules and policies. Option year price adjustment shall not exceed the Consumer Price Index (CPI) as published by the Bureau of Labor with particular reference to the average shown on such index for "all the Atlanta Metropolitan Area."

**H. PROPOSAL DUE**

Proposals will be received in the Department of Purchasing, Fulton County Public Safety Building, Suite 1168, 130 Pryor Street, SW, Atlanta, Georgia 30303, until 11:00 AM, local time on Monday March 3, 2005.

**I. DELIVERY REQUIREMENTS**

Any Proposals received after the above-stated time and date will not be considered. It shall be the sole responsibility of the respondent to have his/her response delivered to the Fulton County Department of Purchasing for receipt on or before the above stated time and date. If a Proposal is sent by US Mail, the Provider shall be responsible for its timely delivery to the Purchasing Department. Proposals delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at respondent's request and expense.

**J. CLARIFICATION AND ADDENDA**

In the event additional information is required, contact Cheryl Cochran at 404-730-4203 or Sylvia Hudson at 404-730-7916 in the Fulton County Purchasing Department. Inquiries must be submitted in writing to Cheryl Cochran's or Sylvia Hudson's attention at the Department of Purchasing at fax number 404-893-1702 or 1725 or by e-mail address to cheryl.cochran@co.fulton.ga.us or sylvia.hudson@co.fulton.ga.us.

The County will recognize only communications that are in writing. The County shall not be responsible for interpretations given by any County employee, representative or others. The issuance of an addendum by the Purchasing Department is the only official method whereby interpretation, clarification or additional information can be given.



If any addenda are issued to this proposal, the County will attempt to notify all prospective providers who have secured same; however, it shall be the responsibility of each provider, prior to submitting the proposal, to contact the Fulton County Purchasing Department at the above number to determine if addenda were issued and to make such addenda a part of the Proposal.

**K. SEALED AND MARKED**

One signed original and six (6) copies of the sealed Proposal shall be furnished. Three copies of the cost proposal shall be sealed and submitted in a separate package from the rest of the proposal. Each envelope/package shall be clearly marked on the outside: "Sealed Proposal for Number 05RFP42345 Indigent Attorney Services for State Court" and addressed to:

Fulton County Department of Purchasing  
Public Safety Building  
130 Peachtree Street, SW  
Suite 1168  
Atlanta, Georgia 30303

**L. LEGAL NAME**

Proposals shall clearly indicate the legal name, address, and telephone number of Provider (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted Proposal.

**M. Proposal Expenses**

All expenses for generating Proposal to the County shall be borne by the Proposer.

**N. IRREVOCABLE PROPOSAL**

Any proposal may be withdrawn up until the date and time set above for receipt of the Proposals. Any Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to furnish Fulton County with the services set forth in the attached scope of work until a Proposal has been duly submitted and accepted by the Fulton County Board of Commissioners. Board action will normally be taken within ninety (90) days of the receipt of Proposal; however, no guarantee or representation is made herein as to the time between receipt of proposals and subsequent Board action.

**O. RESERVED RIGHTS**

The County reserves the right to accept or reject any and/or all Proposals, to waive irregularities and technicalities, and to request re-submission. Any sole response that is received on the submission date may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest Proposer and the County reserves the right to award the contract to the lowest responsible and responsive Proposer with a resulting agreement which is most advantageous and in the best interest of the County. The County shall be the sole judge of the Proposals and the resulting agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any respondent to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the respondent. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

**P. CONTRACT DOCUMENT**

The Agreement or contract resulting from the acceptance of a proposal shall be the contract agreement document in a form acceptable to Fulton County and approved by the County Attorney. The contract contained herein may be modified by the County Attorney as necessary.

1. Required Affidavits and/or Forms: Proposer shall provide the following as appropriate:
2. Receipt of Addenda (If Applicable)  
Certificate of Acceptance of Proposal Requirements  
Non-Collusion Affidavit of Proposer  
Non-Collusion Affidavit of sub-Proposer  
Joint Venture Disclosure Requirement Form  
Statement of Non-Discrimination and Employment Report

**Required: Contract Compliance Forms**

- |                                 |  |
|---------------------------------|--|
| Equal Business Opportunity Plan |  |
| Exhibit A                       | Promise of Non-Discrimination                      |
| Exhibit B                       | Employment Report                                  |
| Exhibit C                       | Schedule of Intended Subcontractor Utilization     |
| Exhibit D                       | Letter of Intent to Perform as a Subcontractor     |
| Exhibit E                       | Declaration Regarding Subcontracting Practices     |
| Exhibit F                       | Joint Venture Disclosure Affidavit                 |
| Exhibit G                       | Prime Contractor/Sub-Contractor Utilization Report |

Discussions may be made by the selection committee members with responsible offerors who submit proposals determined by the purchasing agent, and upon written recommendation of State Court, to be reasonably susceptible of being selected for award; such discussions shall be for the purpose of clarification to assure full understanding of the responsiveness to the solicitation requirements.

Proposers who make offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals; and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers; provided that the County may reject all proposals if it shall deem it for the best interest of the County so to do. Proposers are not to initiate discussions unless and when so notified by the Purchasing Department during the evaluation and selection process. The County may hold interviews with proposers on this project.

**Q. INVOICES**

Invoices submitted against the Purchase Order must include the purchase order number, complete itemized description of the charges during that respective invoice period.

Invoices shall be submitted no more frequently than monthly to the County. Each application for payment shall be supported by such data substantiating the Vendor's right to payment as the County may require.

Invoices will be returned unpaid to the vendor when one of the following conditions exists:

- A. Invoices containing charges for items not referenced in the original price schedule (i.e., handling fees, taxes, restocking fees etc.)
- B. Invoices do not contain all the required information (i.e. purchase order number, itemized description of the charges, etc.
- C. The pricing on the invoice does not correspond to the proposal pricing.

Vendors shall submit invoices to the following address:

Attention: Vernell Scott  
State Court of Fulton County  
Suite T-1605  
Atlanta, Georgia 30303

**TO BE SUBMITTED IN A SEPARATE ENVELOPE FROM THE TECHNICAL PROPOSAL AND MARKED "PRICING SCHEDULE."**

**PRICING SCHEDULE**

| <u>Labor Category</u>       | <u>Minimum Salary Rate</u> | <u>Proposed</u> |
|-----------------------------|----------------------------|-----------------|
| 1) Attorney (Staff)         | \$45,000.00                | \$ _____        |
| 2) Attorney (Supervisor)    | \$67,000.00                | \$ _____        |
| 3) Attorney (Appellate)     | \$52,000.00                | \$ _____        |
| 4) Forensic Social Worker   | \$42,000.00                | \$ _____        |
| 5) Investigator             | \$38,000.00                | \$ _____        |
| 6) Paralegal                | \$40,000.00                | \$ _____        |
| 7) Administrative Assistant | \$30,000.00                | \$ _____        |

Provide one original and two copies of the sealed Pricing Schedule along with supporting documentation. Documentation shall include all operational expenses to support all project elements in the scope of services, separated into spending categories. The data shall be provided for the respondent and any sub-vendor.

**NON-COLLUSION AFFIDAVIT OF PROPOSER**  
**(FC Sec 2-320, (11))**

State of \_\_\_\_\_)

)ss.

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is \_\_\_\_\_  
(owner, partner officer, representative, or agent) of \_\_\_\_\_ the  
Proposer that has submitted the Proposal;
- (2) He is fully informed respecting the preparation and contents of the proposal and of all  
pertinent circumstances respecting such proposal;
- (3) Such Proposal is genuine and is not a collusive of sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents,  
representatives,  
employees or parties in interest, including this affiant, has in any way colluded, conspired,  
connived or agreed, directly or indirectly with any other Proposer, firm or person to submit  
a collusive or sham Proposal in connection with the Contract for which the proposal has  
been submitted or refrain from submitting a proposal in connection with such Contract, or  
has in any manner, directly or indirectly, sought by agreement or collusion or  
communication or conference with any other Proposer, firm or person to fix the price or  
prices in the Proposal or of any other proposer, or to fix any overhead, profit or cost element  
of the proposal price or the proposal price of any other proposer, or to secure through any  
collusion, conspiracy, connivance or unlawful agreement any advantage against Fulton  
County or any person interested in the proposed Contract; and
- (5) The price or prices in the proposal are fair and proper and are not tainted by any collusion,  
conspiracy, connivance or unlawful agreement on the part of the proposer or any of its  
agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

\_\_\_\_\_  
Title

My commission expires \_\_\_\_\_  
(Date)

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR  
(FC Sec 2-320, (11))

State of \_\_\_\_\_ )

)ss.

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is \_\_\_\_\_  
(owner, partner officer, representative, or agent)  
of \_\_\_\_\_, hereinafter referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and contents of the Proposal submitted by the Subcontractor to \_\_\_\_\_, the Contractor for certain work connection with the \_\_\_\_\_ Contractor pertaining to the Project in Fulton County, Georgia.
- (3) Such Subcontractor's Proposal is genuine and is not a collusive of sham Proposal;
- (4) Neither the said Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Proposer, firm or person to fix the price or prices in said Subcontractor's proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Fulton County or any person interested in the proposed Contract; and
- (5) The price or prices in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_.

\_\_\_\_\_  
Title

My commission expires \_\_\_\_\_

(Date)

CERTIFICATE OF ACCEPTANCE OF REQUEST FOR PROPOSAL REQUIREMENTS

This is to certify that on this day, proposer acknowledges that he/she has read this proposal document, pages #\_\_\_\_\_ to #\_\_\_\_\_ inclusive, including any addenda #\_\_\_\_\_ to #\_\_\_\_\_ exhibit(s) #\_\_\_\_\_ to #\_\_\_\_\_, attachment(s) #\_\_\_\_\_ to #\_\_\_\_\_, and/or appendices #\_\_\_\_\_ to #\_\_\_\_\_, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the proposing company to submit the proposal herein and to legally obligate the proposer thereto.

Company:

Signature:

Name:

Title:\_\_\_\_\_ Date:

(CORPORATE SEAL)

**PURCHASING DEPARTMENT GENERAL  
REQUIREMENTS  
REQUEST FOR PROPOSAL (RFP) FORM 99-RFP**

THE FOLLOWING INFORMATION PERTAINS TO THE SUBMISSION OF PROPOSAL TO FULTON COUNTY, AND CONTAINS INSTRUCTIONS ON HOW PROPOSALS MUST BE PRESENTED IN ORDER TO BE CONSIDERED. IF SPECIFIC CONDITIONS OR INSTRUCTIONS IN THE TEXT OF THE RFP CONFLICT WITH THE GENERAL REQUIREMENTS AS LISTED HERE, THOSE CONDITIONS OR INSTRUCTIONS IN THE RFP SHALL PREVAIL.

1. PROPOSALS SUBMITTED IN RESPONSE TO THE ATTACHED REQUEST FOR PROPOSAL (RFP) MUST BE FORMATTED AS SPECIFIED IN THE RFP.  
ADDITIONAL SHEETS, LITERATURE, ETC. SHOULD BE CLEARLY IDENTIFIED.
2. THE ORIGINAL AND THE REQUIRED NUMBER OF COPIES OF THE PROPOSAL MUST BE RETURNED TO:  
FULTON COUNTY PURCHASING AGENT  
FULTON COUNTY PURCHASING DEPARTMENT  
130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA. 30303
3. THE ENVELOPE IN WHICH THE PROPOSAL IS SUBMITTED MUST BE SEALED AND CLEARLY LABELED WITH THE RFP NAME AND NUMBER, DUE DATE AND TIME, AND THE NAME OF THE COMPANY OR INDIVIDUAL SUBMITTING THE PROPOSAL. PROPOSALS MUST BE RECEIVED BY THE OPENING DATE AND TIME SHOWN ON THIS RFP IN ORDER TO BE CONSIDERED. THE PURCHASING AGENT RESERVES THE RIGHT TO OPEN ANY PROPOSAL WHICH IS NOT MARKED AS SPECIFIED.
4. PROPOSALS RECEIVED AFTER THE TIME AND DATE SPECIFIED MAY NOT BE OPENED OR CONSIDERED.
5. BY SUBMITTING A SIGNED PROPOSAL, RESPONDENT AGREES TO ACCEPT AN AWARD MADE AS A RESULT OF THE SUBMISSION OF THE PRICES AND TERMS CONTAINED IN THAT PROPOSAL. PRICES PROPOSED MUST BE AUDITED BY THE RESPONDENT TO INSURE CORRECTNESS BEFORE PROPOSAL IS SUBMITTED. PERSON SIGNING THE PROPOSAL IS RESPONSIBLE FOR THE ACCURACY OF INFORMATION IN IT. THE RESPONDENT UNDERSTANDS AND AGREES THAT THE PROPOSAL, SPECIFICATIONS, PROVISIONS, AND THE TERMS AND CONDITIONS OF THE RFP BECOME A VALID CONTRACT BETWEEN FULTON COUNTY AND THE



RESPONDENT UPON NOTICE OF AWARD OF CONTRACT IN WRITING AND/OR ISSUANCE OF A PURCHASE ORDER.

6. ANY CONTRACT AWARDED AS A RESULT OF THIS PROPOSAL SHALL COMPLY FULLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS.
7. THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.
8. ABSOLUTELY NO FAX PROPOSALS OR REPRODUCTION PROPOSALS WILL BE ACCEPTED, EXCEPT THAT IF MULTIPLE COPIES OF THE PROPOSAL ARE REQUIRED, PHOTO-COPIES OF THE ORIGINAL MAY BE SUBMITTED AS THE EXTRA COPIES, PROVIDED THAT THEY ARE CLEARLY MARKED AS SUCH.
9. TYPE OR NEATLY PRINT COMPANY NAME, AS WELL AS THE FULL LEGAL NAME AND TITLE OF THE PERSON SIGNING THE PROPOSAL, IN ALL APPROPRIATE PLACES. THE RESPONDENT'S SIGNATURE MUST BE EXECUTED BY A PRINCIPAL OF THE COMPANY DULY AUTHORIZED TO MAKE CONTRACTS AND BIND THE COMPANY TO ALL TERMS BEING PROPOSED.
10. PROPOSALS MAY BE WITHDRAWN UPON RECEIPT OF A WRITTEN REQUEST PRIOR TO THE STATED DUE DATE AND TIME. IF A FIRM SEEKS TO WITHDRAW A PROPOSAL AFTER THE DUE DATE AND TIME, THE FIRM MUST PRESENT A NOTARIZED STATEMENT INDICATING THAT AN ERROR WAS MADE, WITH AN EXPLANATION OF HOW IT OCCURRED. THE WITHDRAWAL REQUEST MUST BE ACCOMPANIED BY DOCUMENTATION SUPPORTING THE CLAIM. PRIOR TO APPROVING OR DISAPPROVING THE REQUEST, AN OPINION WILL BE OBTAINED FROM FULTON COUNTY'S LEGAL COUNSEL INDICATING WHETHER THE FIRM IS BOUND BY ITS PROPOSAL.
11. SHOW INFORMATION AND PRICES IN THE FORMAT REQUESTED. PRICES ARE TO BE QUOTED F.O.B. DESTINATION, AND MUST INCLUDE ALL COSTS CHARGEABLE TO THE CONTRACTOR IN EXECUTING THE CONTRACT, INCLUDING TAXES. UNLESS OTHERWISE PROVIDED IN THE CONTRACT, FULTON COUNTY SHALL HAVE NO LIABILITY FOR ANY COST NOT INCLUDED IN THE PRICE. THE CONTRACTOR SHALL PROVIDE FULTON COUNTY THE BENEFIT THROUGH A REDUCTION IN PRICE OF ANY DECREASE IN THE CONTRACTOR'S COSTS BY REASON OF ANY TAX EXEMPTION BASED UPON FULTON COUNTY'S STATUS AS A TAX-EXEMPT ENTITY.
12. PROPOSE ALL ITEMS AS SPECIFIED OR INDICATE UNDER EACH ITEM WHAT ALTERNATIVE IS BEING PROPOSED AND WHY IT SHOULD BE CONSIDERED IN LIEU OF THE ORIGINAL SPECIFICATION. FAILURE TO INDICATE ANY EXCEPTIONS SHALL BE INTERPRETED AS THE RESPONDENT'S INTENT TO FULLY COMPLY WITH THE SPECIFICATIONS AS WRITTEN. CONDITIONAL OR

QUALIFIED PROPOSALS - EXCEPT AS SPECIFICALLY ALLOWED IN THE SPECIFICATIONS - ARE SUBJECT TO REJECTION IN WHOLE OR IN PART.

13. FULTON COUNTY SHALL BE THE SOLE JUDGE OF THE QUALITY AND THE APPLICABILITY OF ALL PROPOSALS. DESIGN, FEATURES, OVERALL QUALITY, LOCAL FACILITIES, TERMS, AND OTHER PERTINENT CONSIDERATIONS WILL BE TAKEN INTO ACCOUNT IN DETERMINING ACCEPTABILITY.
14. THE SUCCESSFUL VENDOR MUST ASSUME FULL RESPONSIBILITY FOR DELIVERY OF ALL GOODS AND SERVICES PROPOSED AND AGREE TO RELIEVE FULTON COUNTY OF ALL RESPONSIBILITY AND COSTS FOR PROSECUTING CLAIMS.
15. THE SUCCESSFUL VENDOR MUST ASSUME FULL RESPONSIBILITY FOR REPLACEMENT OF ALL DEFECTIVE OR DAMAGED GOODS AND/OR PERFORMANCE OF CONTRACTED SERVICES WITHIN THIRTY (30) DAYS NOTICE BY THE COUNTY OF SUCH DEFECT, DAMAGE, OR DEFICIENCY.
16. THE SUCCESSFUL VENDOR MUST ASSUME FULL RESPONSIBILITY FOR PROVIDING WARRANTY SERVICE ON ANY AND ALL GOODS, MATERIALS, OR EQUIPMENT PROVIDED TO THE COUNTY WITH WARRANTY COVERAGE. SHOULD A VENDOR BE OTHER THAN THE MANUFACTURER, THE VENDOR AND NOT THE COUNTY IS RESPONSIBLE FOR CONTACTING THE MANUFACTURER. THE VENDOR IS SOLELY RESPONSIBLE FOR ARRANGING FOR THE SERVICE TO BE PERFORMED.
17. THE SUCCESSFUL VENDOR SHALL BE RESPONSIBLE FOR THE PROPER TRAINING AND CERTIFICATION OF PERSONNEL USED IN THE PERFORMANCE OF THE SERVICES PROPOSED.
18. THE SUCCESSFUL VENDOR SHALL NOT ASSIGN, TRANSFER, CONVEY, SUBLET, OR OTHERWISE DISPOSE OF ANY CONTRACT RESULTING FROM THE RFP OR OF ANY OR ALL OF ITS RIGHTS, TITLE, OR INTEREST THEREIN WITHOUT PRIOR WRITTEN CONSENT OF THE FULTON COUNTY BOARD OF COMMISSIONERS.
19. PROPOSALS MUST CONTAIN REFERENCES WHICH REFLECT SUCCESSFUL COMPLETION OF CONTRACTS FOR THE TYPES OF GOODS, MATERIALS, EQUIPMENT, OR SERVICES FOR WHICH THE VENDOR IS SUBMITTING A PROPOSAL TO THE COUNTY. IN INSTANCES WHERE THAT DOES NOT APPLY, THE PROPOSAL MUST CONTAIN A STATEMENT AND SUPPORTING DOCUMENTATION DEMONSTRATING SUCH EXPERTISE, KNOWLEDGE, OR EXPERIENCE TO ESTABLISH THE VENDOR SUBMITTING THE PROPOSAL AS CAPABLE OF MEETING THE DEMANDS OF THE PROPOSAL SHOULD AN AWARD BE MADE TO THEM.

20. VENDORS SUBMITTING PROPOSALS MAY BE REQUIRED TO FURNISH EVIDENCE THAT THEY MAINTAIN PERMANENT PLACES OF BUSINESS OF A TYPE AND NATURE COMPATIBLE WITH THEIR PROPOSAL, AND ARE IN ALL RESPECTS COMPETENT AND ELIGIBLE VENDORS, ABLE TO FULFILL THE TERMS OF THE SPECIFICATIONS. FULTON COUNTY MAY MAKE SUCH INVESTIGATIONS AS IT DEEMS NECESSARY TO DETERMINE THE ABILITY OF THE RESPONDENT TO PERFORM SUCH WORK, AND RESERVES THE RIGHT TO REJECT ANY PROPOSAL IF EVIDENCE FAILS TO INDICATE THAT THE PROPOSED VENDOR IS QUALIFIED TO CARRY OUT THE OBLIGATION OF THE CONTRACT AND TO COMPLETE THE WORK SATISFACTORILY.
21. BY SUBMITTING A SIGNED PROPOSAL, RESPONDENT CERTIFIES THAT THERE HAS BEEN NO COLLUSION WITH ANY OTHER RESPONDENT. REASONABLE GROUNDS FOR BELIEVING RESPONDENT HAS AN INTEREST IN MORE THAN ONE PROPOSAL WILL RESULT IN REJECTION OF ALL PROPOSALS IN WHICH THE RESPONDENT HAS AN INTEREST. ANY PARTY TO COLLUSION MAY NOT BE CONSIDERED IN FUTURE PROPOSALS FOR THE SAME OR SIMILAR WORK.
22. UPON NOTICE OF SELECTION, THE VENDOR SUBMITTING THE PROPOSAL IS OBLIGATED TO PERFORM. SHOULD A SUCCESSFUL VENDOR REFUSE TO ENTER INTO A CONTRACT SUBSEQUENT TO AN AWARD, A PENALTY MAY BE ASSESSED AND/OR THE VENDOR MAY BE FOUND TO BE "NOT RESPONSIBLE" IN THE FUTURE.
23. IN CASE OF DEFAULT BY THE SUCCESSFUL VENDOR, FULTON COUNTY MAY PROCURE THE ARTICLES OR SERVICES FROM ANOTHER SOURCE AND HOLD THE SUCCESSFUL VENDOR RESPONSIBLE FOR ANY RESULTANT EXCESS COST.
24. SUCCESSFUL VENDORS CONTRACT DIRECTLY WITH THE COUNTY AND ARE THE PARTY OR PARTIES OBLIGATED TO PERFORM. CONTRACTS MAY NOT BE ASSIGNED AND ANY FAILURE TO PERFORM THE CONTRACT IN ACCORDANCE WITH THE SPECIFICATIONS WILL CONSTITUTE A BREACH OF CONTRACT AND MAY RESULT IN A VENDOR BEING FOUND TO BE "NOT RESPONSIBLE" IN THE FUTURE.
25. INVOICE(S) MUST LIST EACH ITEM SEPARATELY AND MUST SHOW FULTON COUNTY'S PURCHASE ORDER NUMBER AS WELL AS THE PROPER DEPARTMENT AND ADDRESS TO WHOM THE SERVICE OR PRODUCT WAS PROVIDED.
26. FULTON COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS, OR ANY PART THEREOF, AND TO WAIVE ANY TECHNICALITIES. FULTON COUNTY RESERVES THE RIGHT TO AWARD A CONTRACT BASED ON

THIS REQUEST FOR PROPOSAL AND THE PROPOSAL(S) RECEIVED - IN WHOLE OR IN PART - TO ONE OR SEVERAL VENDORS.

27. AWARDS WILL NOT NECESSARILY BE BASED ON COST ALONE. OTHER FACTORS, AS DETAILED IN THE RFP, WILL BE CONSIDERED IN DETERMINING WHAT PROPOSAL WILL BE DEEMED TO BEST MEET THE NEEDS OF FULTON COUNTY.
28. IF YOU DO NOT WISH TO FURNISH A PROPOSAL AT THIS TIME, PLEASE RETURN A COPY OF THE RFP AND STATE ON IT AND ON THE OUTSIDE OF THE ENVELOPE THAT YOU ARE SUBMITTING A "NO RESPONSE". STATE IN THE RESPONSE WHETHER YOUR COMPANY WISHES TO REMAIN ON FULTON COUNTY'S VENDOR LIST.
29. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY ARE SUBJECT TO THE GEORGIA "OPEN RECORDS ACT", O.C.G.A. §50-18-70 ET SEQ.
30. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY INVOLVING UTILITY CONTRACTING ARE SUBJECT TO THE GEORGIA LAW GOVERNING LICENSING OF UTILITY CONTRACTORS AND RFP CLOSING PROCEDURES, O.C.G.A. 43-14-8.2 (H).
31. PRIOR TO BEGINNING ANY WORK, SUCCESSFUL CONTRACTOR WILL FURNISH TO FULTON COUNTY (FOR THE CONTRACTING FIRM AND FOR ANY SUBCONTRACTORS) A CERTIFICATE FROM AN INSURANCE COMPANY SHOWING ISSUANCE OF WORKERS' COMPENSATION COVERAGE FOR THE STATE OF GEORGIA OR A CERTIFICATE FROM THE GEORGIA WORKERS' COMPENSATION BOARD SHOWING PROOF OF ABILITY TO PAY COMPENSATION DIRECTLY.
32. NO PERSON, FIRM, OR BUSINESS ENTITY, HOWEVER SITUATED OR COMPOSED, OBTAINING A COPY OF OR RESPONDING TO THIS SOLICITATION, SHALL INITIATE OR CONTINUE ANY VERBAL OR WRITTEN COMMUNICATION REGARDING THIS SOLICITATION WITH ANY COUNTY OFFICER, ELECTED OFFICIAL, EMPLOYEE, OR DESIGNATED COUNTY REPRESENTATIVE, BETWEEN THE DATE OF THE ISSUANCE OF THIS SOLICITATION AND THE DATE OF THE COUNTY MANAGER'S RECOMMENDATION TO THE BOARD OF COMMISSIONERS FOR AWARD OF THE SUBJECT CONTRACT, EXCEPT AS MAY OTHERWISE BE SPECIFICALLY AUTHORIZED AND PERMITTED BY THE TERMS AND CONDITIONS OF THIS SOLICITATION.
33. ALL VERBAL AND WRITTEN COMMUNICATIONS INITIATED BY SUCH PERSON, FIRM, OR ENTITY REGARDING THIS SOLICITATION, IF SAME ARE AUTHORIZED AND PERMITTED BY THE TERMS AND CONDITIONS OF THIS SOLICITATION, SHALL BE DIRECTED TO THE PURCHASING AGENT.

34. ANY VIOLATION OF THIS PROHIBITION OF THE INITIATION OR CONTINUATION OF VERBAL OR WRITTEN COMMUNICATIONS WITH COUNTY OFFICERS, ELECTED OFFICIALS, EMPLOYEES, OR DESIGNATED COUNTY REPRESENTATIVES SHALL RESULT IN A WRITTEN FINDING BY THE PURCHASING AGENT THAT THE SUBMITTED BID OR PROPOSAL OF THE PERSON, FIRM, OR ENTITY IN VIOLATION IS NOT RESPONSIVE, AND SAME SHALL NOT THEREAFTER BE CONSIDERED FOR AWARD.
35. ANY OFFEROR INTENDING TO RESPOND TO THIS SOLICITATION AS A JOINT VENTURE MUST SUBMIT AN EXECUTED JOINT VENTURE AGREEMENT WITH THIS OFFER. THIS AGREEMENT MUST DESIGNATE THOSE PERSONS OR ENTITIES AUTHORIZED TO EXECUTED DOCUMENTS OR OTHERWISE BIND THE JOINT VENTURE IN ALL TRANSACTIONS WITH FULTON COUNTY, OR BE ACCOMPANIED BY A DOCUMENT, BINDING UPON THE JOINT VENTURE AND ITS CONSISTENT MEMBERS, MAKING SUCH DESIGNATION. OFFERS FROM JOINT VENTURES THAT DO NOT INCLUDE THESE DOCUMENTS WILL BE REJECTED AS BEING NON-RESPONSIVE.

### **CERTIFICATION REGARDING DEBARMENT**

- (1) THE BIDDER CERTIFIES, BY SUBMISSION OF THIS BID OR PROPOSAL THAT NEITHER IT OR ITS SUBCONTRACTORS IS PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THE TRANSACTION BY THE FULTON COUNTY GOVERNMENT.

- (2) WHERE THE VENDOR IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH VENDOR OR SUBCONTRACTOR SHALL ATTACH AN EXPLANATION TO THIS BID OR PROPOSAL.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### INSTRUCTIONS FOR CERTIFICATION

- (1) BY SIGNING AND SUBMITTING THIS PROPOSAL, THE BIDDER IS PROVIDING THE CERTIFICATION SET OUT BELOW.
- (2) THE CERTIFICATION IN THIS CLAUSE IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WILL BE HEREIN PLACED IN AWARDING A CONTRACT. IF IT IS LATER DETERMINED THAT THE PROSPECTIVE VENDOR KNOWINGLY RENDERED AN ERRONEOUS CERTIFICATION, IN ADDITION TO OTHER REMEDIES AVAILABLE TO FULTON COUNTY, THE DEPARTMENT WITH WHICH THE TRANSACTION ORIGINATED MAY PURSUE AVAILABLE REMEDIES, INCLUDING SUSPENSION AND/OR DEBARMENT, FOR WITHDRAWAL OF AWARD OR TERMINATION OF A CONTRACT.
- (3) THE BIDDER SHALL PROVIDE IMMEDIATE WRITTEN NOTICE TO THE PURCHASING AGENT TO WHOM THIS BID/PROPOSAL IS SUBMITTED IF AT ANYTIME THE BIDDER LEARNS THAT ITS CERTIFICATION WAS ERRONEOUS WHEN SUBMITTED OR HAS BECOME ERRONEOUS BY REASON OF CHANGED CIRCUMSTANCES.

**(FC CODE SEC. 2-322. DEBARMENT).** (A) **AUTHORITY TO SUSPEND.** AFTER REASONABLE NOTICE TO THE ENTITY INVOLVED AND REASONABLE OPPORTUNITY FOR THAT ENTITY TO BE HEARD, THE PURCHASING AGENT, AFTER CONSULTATION WITH USER DEPARTMENT, THE COUNTY MANAGER AND THE COUNTY ATTORNEY SHALL HAVE THE AUTHORITY TO SUSPEND AN ENTITY FOR CAUSE FROM CONSIDERATION FOR AWARD OF COUNTY CONTRACTS. AS USED IN THIS SECTION, THE TERM ENTITY MEANS ANY BUSINESS ENTITY, INDIVIDUAL, FIRM, CONTRACTOR, SUBCONTRACTOR OR BUSINESS CORPORATION, PARTNERSHIP, LIMITED LIABILITY CORPORATION, OR JOINT VENTURE, HOWEVER DESIGNATED OR STRUCTURED; PROVIDED, FURTHER, THAT ANY SUCH ENTITY SHALL ALSO BE SUBJECT TO SUSPENSION UNDER THIS SECTION IF ANY OF ITS CONSTITUENTS, MEMBERS, SUBCONTRACTORS AT ANY TIER OF SUCH ENTITY'S CONSTITUENTS OR MEMBERS, IS FOUND TO HAVE COMMITTED ANY ACT CONSTITUTING A CAUSE FOR SUSPENSION AND THE ENTITY, OR ANY CONSTITUENT OR MEMBER, KNEW OR SHOULD HAVE KNOWN OF THE COMMISSION OF THE ACT. THE SUSPENSION SHALL BE FOR A PERIOD NOT TO EXCEED THREE YEARS UNLESS CAUSE IS BASED ON A FELONY CONVICTION FOR AN OFFENSE RELATED OR ASSOCIATED WITH FRAUDULENT CONTRACTING OR MISAPPROPRIATION OF FUNDS WHEREIN THE SUSPENSION SHALL NOT EXCEED SEVEN YEARS.

**(B) CAUSES FOR SUSPENSION.** THE CAUSES FOR SUSPENSION INCLUDE:

- (1) CONVICTION FOR COMMISSION OF A CRIMINAL OFFENSE AS AN INCIDENT TO OBTAIN OR ATTEMPTING TO OBTAIN A PUBLIC OR PRIVATE CONTRACT OR SUB-CONTRACT, OR IN PERFORMANCE OF SUCH CONTRACT OR SUB-CONTRACT;

(2) CONVICTION OF STATE OR FEDERAL STATUTES OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY OR OTHER OFFENSE INDICATING A LACK OF BUSINESS INTEGRITY OR BUSINESS HONESTY WHICH CURRENTLY, SERIOUSLY AND DIRECTLY AFFECTS RESPONSIBILITY AS A COUNTY CONTRACTOR;

(3) CONVICTION OF STATE OR FEDERAL ANTI-TRUST STATUTES ARISING OUT OF THE SOLICITATION AND SUBMISSION OF BIDS AND PROPOSALS;

(4) VIOLATION OF CONTRACT PROVISIONS, AS SET FORTH BELOW, OF A CHARACTER WHICH IS REGARDED BY THE PURCHASING AGENT TO BE SO SERIOUS AS TO JUSTIFY SUSPENSION ACTION;

A. FAILURE TO PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS WITHIN A TIME LIMIT PROVIDED IN A COUNTY CONTRACT;

B. A RECENT RECORD OF FAILURE TO PERFORM OR UNSATISFACTORY PERFORMANCE IN ACCORDANCE WITH THE TERMS OF ONE OR MORE CONTRACTS; PROVIDED, THAT FAILURE TO PERFORM OR UNSATISFACTORY PERFORMANCE CAUSED BY ACTS BEYOND THE CONTROL OF THE CONTRACTOR SHALL NOT BE CONSIDERED TO BE BASIS FOR SUSPENSION;

C. MATERIAL MISREPRESENTATION OF THE COMPOSITION OF THE OWNERSHIP OR WORKFORCE OR BUSINESS ENTITY CERTIFIED TO THE COUNTY AS A MINORITY BUSINESS ENTERPRISE; OR

D. FALSIFICATION OF ANY DOCUMENTS.

(5) COMMISSION OR SOLICITATION OF ANY ACT THAT WOULD CONSTITUTE A VIOLATION OF THE ETHICAL STANDARDS SET FORTH IN FULTON COUNTY CODE OF ETHICS.

(6) KNOWING misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

## NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

**Policy Statement:** It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners that Fulton County Government and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of Fulton County Government that the contracting and procurement practices of Fulton County Government should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors who seek to obtain contracts with Fulton County.

**Equal Business Opportunity Plan (EBO Plan):** In addition to the proposal submission requirements, each vendor must submit an Equal Business Opportunity Plan (EBO Plan) with the bid. The respondent must outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with this solicitation. The Plan should be designed to enhance the utilization of racial, gender or ethnic groups.

The Plan must identify and include:

1. Potential opportunities within the scope of work of this solicitation that will be afforded to racial, gender or ethnic groups for participation in the solicitation.
2. Efforts that will be identified to encourage and solicit minority and female businesses for opportunities within this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor must certify in writing and must document on the Department of Contract Compliance's Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials and previous progress payments received (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until receipt of a payment from Fulton County, the prime contractor shall pay funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen (15) days as provided for by state law.



## COMPLIANCE PROCEDURES:

In order to be compliant with the intent and provisions of the Non-Discrimination Ordinance providing for non-discrimination in purchasing and contracting in Fulton County, **bidders must submit the following completed documents**. Failure to provide this information shall result in the Bid being deemed non-responsive:

- < Promise of Non-Discrimination (Exhibit A)
- < Employment Report (Exhibit B)
- < Schedule of Intended Subcontractor Utilization (Exhibit C)
- < Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
- < Declaration Regarding Subcontractor Practices (Exhibit E), if applicable
- < Joint Venture Disclosure Affidavit (Exhibit F), if applicable
- < **Equal Business Opportunity Plan (EBO Plan)**

The following document **must** be completed as instructed if awarded the bid:

- < Prime Contractor's Subcontractor Utilization Report (Exhibit G)

## EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/WE ( \_\_\_\_\_ ),  
Name

( \_\_\_\_\_ )  
Title Firm Name

Hereinafter "Company"), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

### EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder must be identified and submitted with this bid. In addition, if subcontractors will be utilized by the bidder to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

| EMPLOYEES                           |               |   |                  |   |                |   |                   |   |                   |   |       |   |
|-------------------------------------|---------------|---|------------------|---|----------------|---|-------------------|---|-------------------|---|-------|---|
| CATEGORY                            | NATIVE INDIAN |   | AFRICAN AMERICAN |   | ASIAN AMERICAN |   | HISPANIC AMERICAN |   | CACUSIAN AMERICAN |   | OTHER |   |
| Male/Female                         | M             | F | M                | F | M              | F | M                 | F | M                 | F | M     | F |
| Mgmt/Official                       |               |   |                  |   |                |   |                   |   |                   |   |       |   |
| Professional<br>(Arch., P.E., etc.) |               |   |                  |   |                |   |                   |   |                   |   |       |   |
| Supervisors                         |               |   |                  |   |                |   |                   |   |                   |   |       |   |
| Office/Sales<br>Clerical            |               |   |                  |   |                |   |                   |   |                   |   |       |   |
| Craftsmen                           |               |   |                  |   |                |   |                   |   |                   |   |       |   |
| Laborers                            |               |   |                  |   |                |   |                   |   |                   |   |       |   |
| Others<br>(Specify)                 |               |   |                  |   |                |   |                   |   |                   |   |       |   |
| TOTALS                              |               |   |                  |   |                |   |                   |   |                   |   |       |   |

FIRM'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

This completed form is for (Check one) \_\_\_\_\_ Bidder \_\_\_\_\_ Subcontractor

Date Completed: \_\_\_\_\_

## EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid**. All prime bidders **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

**PRIME BIDDER:** \_\_\_\_\_

**ITB/RFP NUMBER:** \_\_\_\_\_

**Project Name or Description of Work/Service(s)** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

1. My firm, as Prime Bidder on this scope of work/service(s) is \_\_\_\_\_ is not \_\_\_\_\_ a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

\_\_\_\_\_  
\_\_\_\_\_

If the Prime Bidder is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit.

2. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

**SUBCONTRACTOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**ETHNIC GROUP\*:** \_\_\_\_\_ **COUNTY CERTIFIED\*\*** \_\_\_\_\_

**WORK TO BE PERFORMED:** \_\_\_\_\_

\_\_\_\_\_

**DOLLAR VALUE OF WORK:** \$ \_\_\_\_\_

**PERCENTAGE VALUE:** \_\_\_\_\_ %

\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, attach copy of recent certification letter.

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

SUBCONTRACTOR NAME: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, attach copy of recent certification letter.**

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

|   |
|---|
| <b>Total Dollar Value of Small Business Enterprise Agreements: (\$)</b> |
|---|

|                                    |
|------------------------------------|
| <b>Total Percentage Value: (%)</b> |
|------------------------------------|

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the Owner, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the Owner to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the Owner may have for other defaults under the contract.

Signature/Title: \_\_\_\_\_

Firm or Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

Fax Number: (     ) \_\_\_\_\_

Email Address: \_\_\_\_\_

**EXHIBIT D**

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR  
OR  
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by ALL known subcontractors/suppliers and submitted with the bid. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number \_\_\_\_\_  
Project Name \_\_\_\_\_

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

| Description of Work | Project<br>Commence<br>Date | Project<br>Completion<br>Date | Estimated Dollar<br>Amount |
|---------------------|-----------------------------|-------------------------------|----------------------------|
|                     |                             |                               |                            |
|                     |                             |                               |                            |
|                     |                             |                               |                            |
|                     |                             |                               |                            |
|                     |                             |                               |                            |
|                     |                             |                               |                            |

\_\_\_\_\_  
(Prime Bidder)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid.

\_\_\_\_\_ hereby declares that it is  
my/our intent to \_\_\_\_\_  
(Bidder)

perform 100% of the work required for \_\_\_\_\_  
(ITB/RFP Number)

\_\_\_\_\_  
(Description of Work)

In making this declaration, the bidder states the following:

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder's decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

### AUTHORIZED COMPANY REPRESENTATIVE

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



## EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

RFP No. \_\_\_\_\_

Project Name \_\_\_\_\_

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

- 1) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_
- 2) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_
- 3) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

NAME OF JOINT VENTURE (If applicable): \_\_\_\_\_

PRINCIPAL OFFICE ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

## EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimate contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT**

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venture: \_\_\_\_\_

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

| <u>Name</u> | <u>Race</u> | <u>Sex</u> | <u>Financial<br/>Decisions</u> | <u>Supervision<br/>Field Operation</u> |
|-------------|-------------|------------|--------------------------------|--|
| _____       | _____       | _____      | _____                          | _____                                  |
| _____       | _____       | _____      | _____                          | _____                                  |
| _____       | _____       | _____      | _____                          | _____                                  |
| _____       | _____       | _____      | _____                          | _____                                  |
| _____       | _____       | _____      | _____                          | _____                                  |

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE AVOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

FOR: \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

**EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT**

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this day of \_\_\_\_\_, 20\_\_\_\_\_, before me, appeared \_\_\_\_\_,

\_\_\_\_\_, the  
aforementioned officers, personally appeared known to me to be an authorized company  
representative described in the foregoing Affidavit and acknowledge that he (she) executed the  
same in the capacity therein stated and for the purpose therein contained.

\_\_\_\_\_  
Notary Public

(Notary Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Commission Expires

Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

|                  |  |                   |  |
|------------------|--|-------------------|--|
| REPORTING PERIOD |  | PROJECT NAME:     |  |
| FROM:            |  | PROJECT NUMBER:   |  |
| TO:              |  | PROJECT LOCATION: |  |

| PRIME CONTRACTOR |                     |                       |                     |                 |                    |
|------------------|---------------------|-----------------------|---------------------|-----------------|--------------------|
| Name:            | Contract Award Date | Contract Award Amount | Change Order Amount | Contract Period | % Complete to Date |
| Address:         |                     |                       |                     |                 |                    |
| Telephone #:     |                     |                       |                     |                 |                    |

|                                      |  |
|--------------------------------------|--|
| AMOUNT OF REQUISITION THIS PERIOD:\$ |  |
| TOTAL AMOUNT REQUISITION TO DATE:\$  |  |

[illegible]

Executed By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)